



Environmental Resource Center's Terms and Conditions

These terms and conditions govern your use of the Environmental Resource Center's official website (the "Website"), and other subdomains operated by Environmental Resource Center ("we", "us", or "our"). By accessing or using the Website, you agree to be bound by these terms and conditions. If you disagree with any part of these terms and conditions, you may not access the Website.

1. Use of the Website

1.1) You must be at least 18 years old to use this Website. By using this Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

1.2) You are granted a limited license to access and use the materials and information on this Website for personal, non-commercial purposes only. This license does not include the right to:

- Modify or copy the materials;
- Use the materials for any commercial purpose or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained on the Website;
- Remove any copyright or other proprietary notations from the materials; or
- Transfer the materials to another person or "mirror" the materials on any other server.

1.3) Environmental Resource Center may offer materials and classes for sale that provide instruction on how to comply with government laws and regulations. While Environmental Resource Center endeavors to ensure the accuracy and reliability of such instruction, it is ultimately the responsibility of the customer to ensure compliance with all applicable laws and regulations. Environmental Resource Center disclaims any liability for the customer's failure to comply with the instructions provided in the materials or classes.

2. Intellectual Property Rights

2.1) The materials contained on this Website, including but not limited to text, graphics, logos, images, and software, are owned or licensed by Environmental Resource Center and are protected by copyright and other intellectual property laws.

2.2) You may not reproduce, distribute, modify, transmit, publicly display, or otherwise use any of the materials or purchased course information on this Website without the prior written permission of Environmental Resource Center.

3. Disclaimer of Warranties

3.1) The materials on this Website are provided on an "as is" basis. Environmental Resource Center makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

3.2) Further, Environmental Resource Center does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this Website.

4. Limitation of Liability

4.1) In no event shall Environmental Resource Center be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Website, even if Environmental Resource Center or an authorized representative has been notified orally or in writing of the possibility of such damage.

5. Governing Law

5.1) These terms and conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, United States, without regard to its conflict of law provisions.

5.2) Any dispute arising out of or relating to these terms and conditions, including the validity, interpretation, or enforceability thereof, shall be resolved exclusively in the state or federal courts located in North Carolina, United States.

6. Changes to the Terms and Conditions

6.1) Environmental Resource Center reserves the right to revise these terms and conditions at any time without notice. By using this Website, you are agreeing to be bound by the current version of these terms and conditions.

7. Contact Information

7.1) If you have any questions or concerns about these terms and conditions, please contact us at 800-537-2372.

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